



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Monday, February 27, 2017 to begin at 4:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

February 14, 2017 – *DEFERRED*

C. Request to Set a Public Hearing

Proposed Closing and Abandonment of a portion of Wharfside Street.

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Brownswood Village Phase 2** - Acceptance and dedication of Tannery Row (50-foot right-of-way), a portion of Tabard Road (50-foot right-of-way), a portion of Innkeeper Lane (50-foot right-of-way), and a portion of Field Planters Road (50-foot right-of-way). Sidewalk is bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements
 - e. Exclusive Access Easements
2. **Cainhoy Entrance Road Phase 2B** - Acceptance and dedication of a portion of River Village Drive (variable width right-of-way).
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat (3)
 - d. Exclusive Storm Water Drainage Easements (2)
3. **Daniel Island, Parcel BB, Phase 1B** - Acceptance and dedication of a portion of Oak Leaf Street (55-foot width right-of-way).

- a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements
4. **Daniel Island, Parcel F, Phase 5** - Acceptance and dedication of Nobels Point Street (50-foot right-of-way), Apprentice Street (50-foot right-of-way), and Wading Place (50-foot right-of-way).
- a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements (2)

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

- 1. **632 Bermuda Isle** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 2/15, 2016.**
- 2. **3306 Zoe Street** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 2/15, 2016.**
- 3. **2927 Glenarden Drive** - installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 2/15, 2016.**
- 4. **1300 Bayview Farms Blvd** – installing 240-foot x 4-foot retaining wall tying into existing 219-foot retaining wall encroaching into drainage easement. This encroachment is temporary. **Approved 2/16, 2016.**

G. Miscellaneous or Other New Business

- 1. Update on stormwater requirements for re-development projects. Oral report on the recommendation for the redevelopment requirements – Kinsey Holton.
- 2. Drainage Projects Report.
- 3. E-waste Collections – Proposed amendment TO AMEND SEC. 14-50(a) OF THE CODE OF THE CITY OF CHARLESTON TO PROVIDE THAT ELECTRONIC WASTE SHALL NO LONGER BE COLLECTED BY THE CITY due to its hazardous properties.

Councilmember Rodney Williams
Chairperson



John J. Tecklenburg
Mayor

City of Charleston
South Carolina

Edmund T. Most
Deputy Director

Department of Parks - Capital Projects Division

February 10, 2017

City of Charleston | Department of Public Service
Attn: Tom O'Brien
2 George Street, Suite 2100
Charleston, SC 29401

Re: Abandonment of Right of Way – Wharfside Street

Mr. O'Brien:

By this correspondence, please accept the request for abandonment of the right of way at the northern portion of Warfside Street as illustrated in the attached exhibit. The amount of area to be abandoned totals .0179 acres, and is to be consolidated for the development of the International African American Museum at this location.

Please consider this request for the next available Public Works and Utilities Committee meeting for review and approval.

If I can provide any additional information, materials, or clarification, please do not hesitate to contact me.

Sincerely,


Peter Hedegon, Project Manager
City of Charleston
Department of Parks | Capital Projects Division

Cc: Edmund Most

Att: subdivision plat iaam.pdf

LINE TYPES: - FENCE LINE
- BOUNDARY LINE
- EXISTING R/W LINE
- FLOOD FLOOD LINE
- NEW UTILITY EASEMENT LINE
- EXISTING EASEMENT LINE
- CENTERLINE

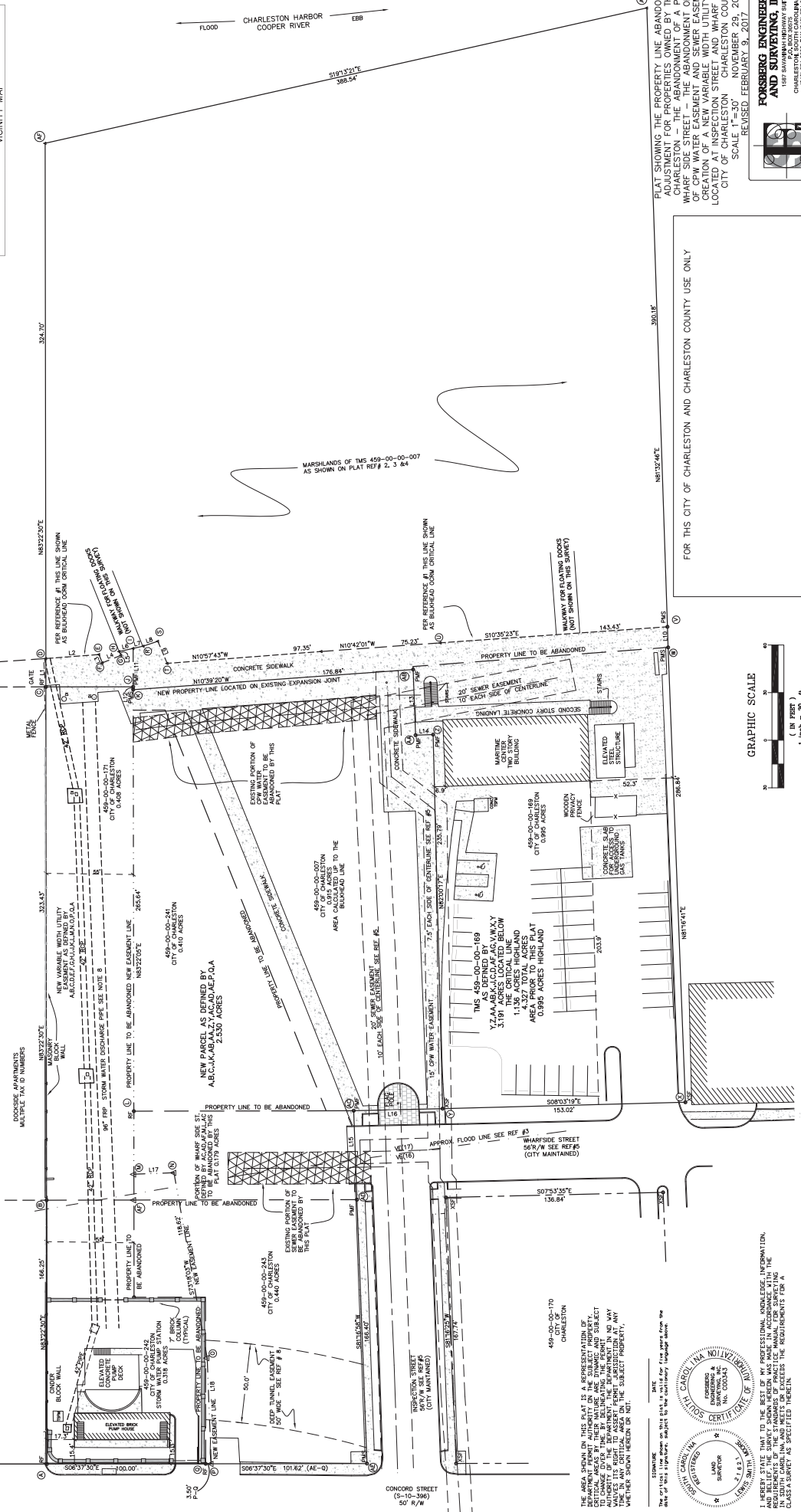
LINE	LENGTH	BEARING
L1	33.97	N87°42'23"E
L2	12.64	N87°42'23"E
L3	2.64	N87°42'23"E
L4	2.64	N87°42'23"E
L5	2.64	N87°42'23"E
L6	2.64	N87°42'23"E
L7	2.64	N87°42'23"E
L8	2.64	N87°42'23"E
L9	2.64	N87°42'23"E
L10	2.64	N87°42'23"E
L11	2.64	N87°42'23"E
L12	2.64	N87°42'23"E
L13	2.64	N87°42'23"E
L14	2.64	N87°42'23"E
L15	2.64	N87°42'23"E
L16	2.64	N87°42'23"E
L17	2.64	N87°42'23"E
L18	2.64	N87°42'23"E

MATERIAL TYPES: CONCRETE
DECORATIVE SLATE
EASEMENT TO BE ABANDONED



- REFERENCES:
- 1) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 2) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 3) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 4) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 5) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 6) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 7) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 8) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 9) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.
 - 10) REFERENCE PLAT BY T. ELIOT QUINN III, DATED APRIL 22, 2002 AND RECORDED IN THE CHARLESTON COUNTY REC. OFFICE IN BOOK 67, PAGE 715.

- NOTES:
- 1) THE TNS NUMBERS FOR THE PROPERTIES SURVEYED ARE 459-00-00-241, 459-00-00-242, 459-00-00-171, AND 459-00-00-007.
 - 2) THE PROPERTY IS BEING SURVEYED AT THE REQUEST OF THE CITY OF CHARLESTON.
 - 3) ACCORDING TO FEMA FLOOD MAP ASSURANCES, DATED NOVEMBER 17, 2004 THE PROPERTY LIES IN FLOOD ZONE VE-16 AND VE-17.
 - 4) THIS SURVEY IS NOT INTENDED TO SHOW THE EXISTENCE OR NONEXISTENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL FRESHWATER WETLANDS.
 - 5) CHARLESTON WETLANDS STUDIES DO NOT INCLUDE A FULL SEASON WOOD SWAMP REFLECT SIGN UTILITY EASEMENTS.



FOR THIS CITY OF CHARLESTON AND CHARLESTON COUNTY USE ONLY

GRAPHIC SCALE
1 inch = 50 ft
(IN FEET)

PLAT SHOWING THE PROPERTY LINE ABANDONMENT AND ADJUSTMENT FOR PROPERTIES OWNED BY THE CITY OF CHARLESTON. THE ABANDONMENT OF A PORTION OF WHARF SIDE STREET, THE ABANDONMENT OF A PORTION OF CPW WATER EASEMENT AND SEWER EASEMENT - THE CREATION OF A NEW VARIABLE WIDTH UTILITY EASEMENT LOCATED AT THE INTERSECTION OF WHARF SIDE STREET AND INSPECTION STREET AND WHARF SIDE STREET CITY OF CHARLESTON, SOUTH CAROLINA, COUNTY OF S.C. SCALE 1"=30' NOVEMBER 29, 2016 REVISED FEBRUARY 9, 2017

FORSEBERG ENGINEERING AND SURVEYING, INC.
1807 SAVANNAH HIGHWAY, SUITE 100
CHARLESTON, SOUTH CAROLINA 29407
(803) 799-8888 FAX (803) 799-8889
www.forseberg-engineering.com
LAND PLANNING

LEWIS SMITH MOORE, P.L.S. No. 21621

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that MUNGO HOMES COASTAL DIVISION, LLC ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names)

Field Planters Road; Innkeeper Lane; Tabard Road; Tannery Row;

as shown and designated on a plat entitled

Final Subdivision Plat showing BROWNSWOOD VILLAGE PHASE 2 (12.450AC) property of Mungo Homes Coastal Division, LLC, Located in the City of Charleston, Johns Island, Charleston County, South Carolina

prepared by Parker Land Surveying LLC,
dated August 1, 2016, revised n/a, and recorded on _____
in Plat Book _____ at Page _____ in the RMC Office for Charleston County.
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the Van Smith f/k/a Van Smith Building Material Co. dated July 11, 2014 and recorded July 17, 2014 in Book 0417 at Page 485 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

279-07-00-264

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 6th day of December 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Cantrell Belcher
Printed Name

[Signature]
Witness Number Two

Matthew J. Halter
Printed Name

Mungo Homes Coastal Division, LLC
Grantor

[Signature]
Vice President, Land Development
Walt D. Martin, III
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Division, LLC, a Limited Liability Company, on behalf of the Grantor on the 6th day of December, 2016.

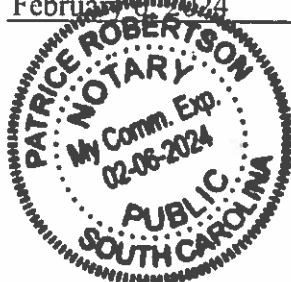
Signature of Notary: [Signature]

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINA

My Commission Expires: February 02, 2024

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Mungo Homes Coastal Division, LLC
to the City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ _____ exempt from the deed recording fee because (See Information section of affidavit): Transfer to Governmental Entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Responsible Person Connected with the Transaction

Vice President, Land Development

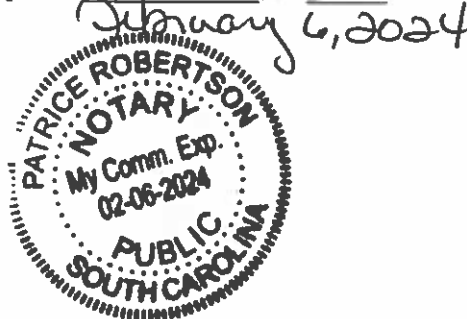
Walt D. Martin, III

Print or Type Name Here

Sworn this 6th day of December 2016

Patrice Robertson
Notary Public for South Carolina

My Commission Expires: December, 2020



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and MUNGO HOMES COASTAL DIVISION, LLC (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map number 279-07-00-264 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

FINAL SUBDIVISION PLAT SHOWING BROWNSWOOD VILLAGE PHASE 2 (12.540 AC) PROPERTY OF MUNGO HOMES COASTAL DIVISION, LLC, LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by Parker Land Surveying, LLC dated August 1, 2016,
revised on N/A, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: MUNGO HOMES COASTAL DIVISION, LLC

Witness #1

Name: Walt D. Martin, III

Vice President, Land Development

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Div., a Limited Liability Company, on behalf of the Owner on 12/6/2016

Signature: _____

Print Name of Notary: Patrice Robertson

Notary Public for South Carolina

My Commission Expires: February 6, 2024

SEAL OF NOTARY



CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and **MUNGO HOMES COASTAL DIVISION, LLC** (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining Access Easements across a portion of property identified by and designated as Charleston County tax map number 279-07-00-264 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive access easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Access Easements (or A.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled;

" FINAL SUBDIVISION PLAT SHOWING BROWNSWOOD VILLAGE PHASE 2 (12.540AC) PROPERTY OF MUNGO HOMES COASTAL DIVISION, LLC LOCATED IN THE CITY OF CHARLESTON, JOHNS ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"

Prepared and executed by Parker Land Surveying, LLC dated August 1, 2016, revised on n/a, and recorded on _____ in Plat Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE ACCESS EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Access Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Access Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Access Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: MUNGO HOMES COASTAL DIVISION, LLC

Witness #1

Name: Walt D. Martin, III
Its: Vice President Land Development

Witness #2

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF CHARLESTON)

The foregoing instrument was acknowledged before me (the undersigned notary) by Walt D. Martin, III, the Vice President Land Development of Mungo Homes Coastal Division, LLC, a limited liability company, on behalf of the Owner on January 18, 2017.

Signature: _____

Print Name of Notary: Patrice Robertson

Notary Public for SOUTH CAROLINA

My Commission Expires: February 6, 2024

SEAL OF NOTARY



TITLE TO REAL ESTATE

Page 1 of 2

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 22nd day of November 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

JOHN ROBERT CALDWELL
Printed Name

David Withers
Witness Number Two

David Withers
Printed Name

Grantor

Cainhoy Land & Timber, LLC

By: DI Development Company, Inc., its
Authorized Agent

By: Matthew R. Sloan, its
Printed Name President

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of DI Development Company, Inc., the authorized agent of Cainhoy Land & Timber, LLC, a Delaware limited liability company, on behalf of the Grantor on the 22nd day of November, 2016.

Signature of Notary: Maggie R. Dusbiber

Print Name of Notary: Maggie R. Dusbiber

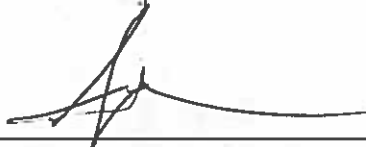
Notary Public for SOUTH CAROLINA

My Commission Expires: 10/16/24

SEAL OF NOTARY



7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is Exempt.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Agent for Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



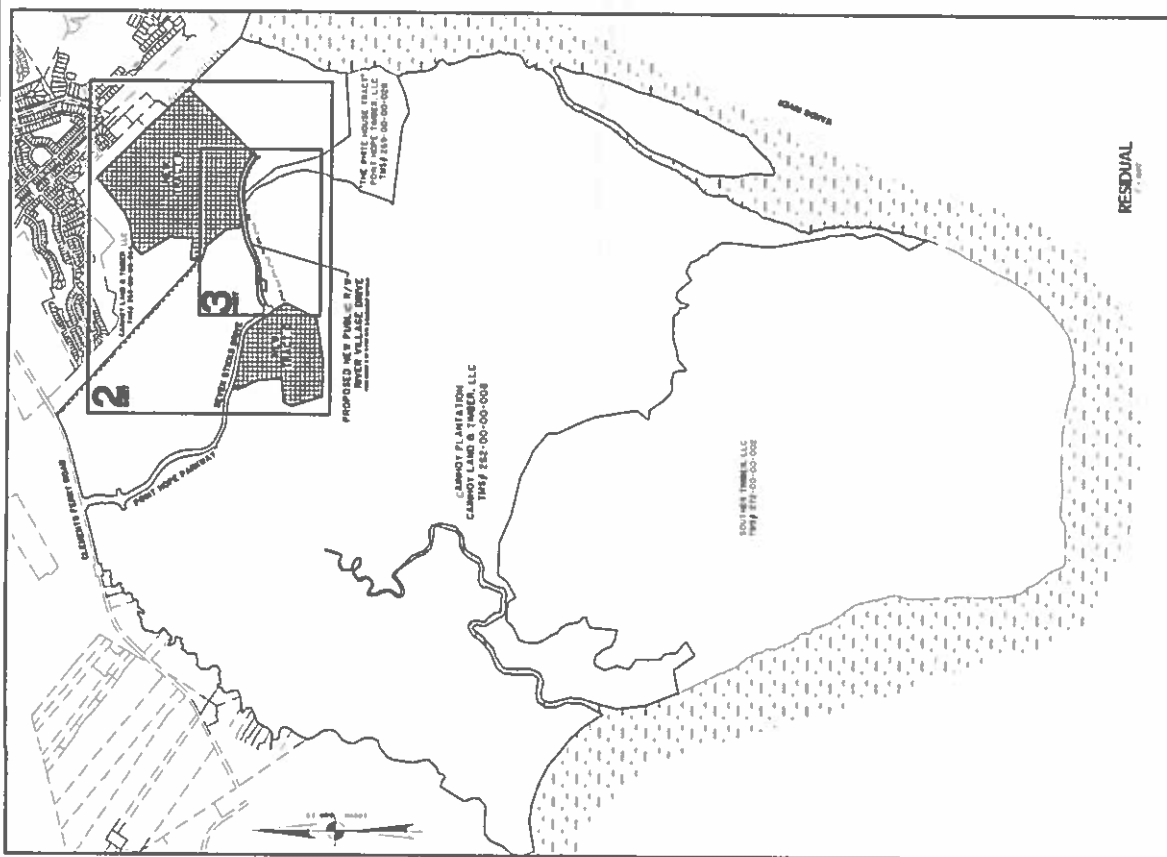
Responsible Person Connected with the Transaction
President, DI Development Co Inc, its
Authorized Agent
Matthew R. Sloan
Print or Type Name Here

Sworn this 22nd day of November 2016

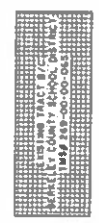
Maggie R. Dusiber
Notary Public for South Carolina

My Commission Expires: 10/16, 2024





HOUSEHOLDS		HOUSEHOLD SUMMARY		PROPERTY ADJUSTMENTS	
TOTAL, 1962, REPORT-OF-WAY	441	TOTAL, 1962, REPORT-OF-WAY	15717 sq.	TOTAL, TRACT B	0 15717 sq.
TOTAL, 1962, IN-PURCH	441	TOTAL, 1962, IN-PURCH	411 sq.	10% IMPROVEMENT	411 sq.
TOTAL, 1962, REPORT-OF-WAY	441	TOTAL, 1962, REPORT-OF-WAY	411 sq.	TOTAL, 1962, REPORT-OF-WAY	411 sq.
TOTAL, 1962, REPORT-OF-WAY	441	TOTAL, 1962, REPORT-OF-WAY	411 sq.	TOTAL, 1962, REPORT-OF-WAY	411 sq.



- ### PROFESSORS:

- [illegible]

NOTE:

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VICINITY MAP
 The map shows the project location in the Los Angeles area, near the San Diego Freeway and Harbor Freeway. The project is located in the San Diego Freeway area, near the Harbor Freeway. The map shows the project location in the Los Angeles area, near the San Diego Freeway and Harbor Freeway.

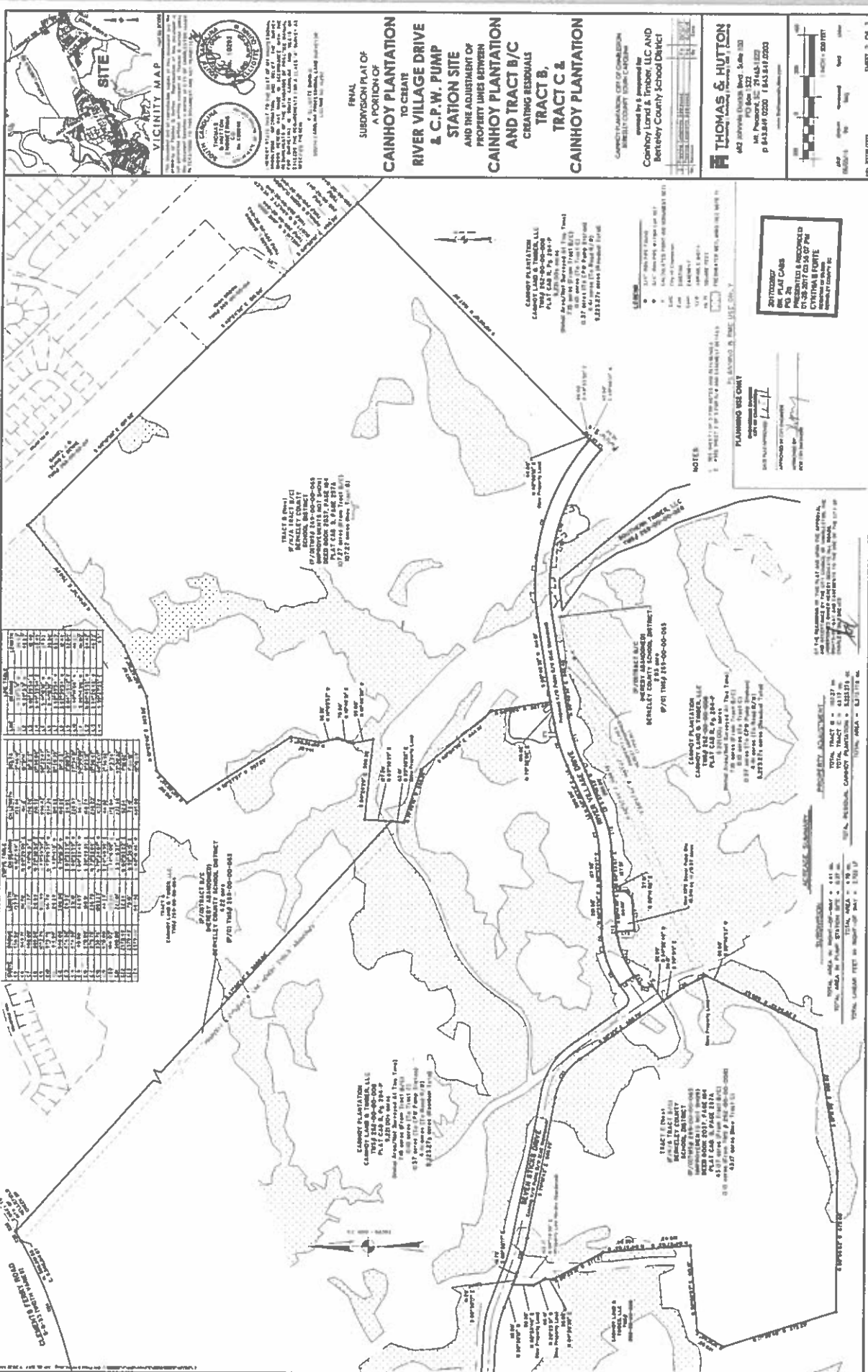
Two other types of trademarked dog toys have been reported as being sold in the United States. The first is a trademarked dog toy called "Pawzies" which are made of a soft, pliable material and are shaped like a dog's paw. The second is a trademarked dog toy called "Bones" which are made of a hard, plastic material and are shaped like a bone.

**FINAL
SURVEYOR'S PLAT OF
A PORTION OF
CAINHOY PLANTATION
TO CREATE
RIVER VILLAGE DRIVE
& C.P.W. PUMP
STATION SITE
AND THE ADJUSTMENT OF
PROPERTY LINES BETWEEN
CAINHOY PLANTATION
AND TRACT B/C
CREATING REMOVALS
TRACT B,
TRACT C &
CAINHOY PLANTATION**

CANOPY FILMATION, CITY OF CHARLOTTE
IRREDELL COUNTY, SOUTH CAROLINA
designed by & prepared for
Canopy Land & Timber, LLC AND
Berkley County School District

THOMAS & HUTTON
Engineering • Surveying • Mapping • Est. • Consulting

462 Johnson Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
☎ 843.849.6203 • 843.849.6203





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STATE OF SOUTH CAROLINA)
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COUNTY OF BERKELEY)
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**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Berkeley County School District _____ (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley County tax map number 269-00-00-065 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

“ Final Subdivision Plat of a Portion of Cainhoy Plantation to Create River Village Drive & C.P.W. Pump Station Site and the Adjustment of Property Lines between Cainhoy Plantation and Tract B/C Creating Residuals Tract B, Tract C & Cainhoy Plantation, City of Charleston, Berkeley County, South Carolina, owned & prepared for Cainhoy Land & Timber, LLC and Berkeley County School District ”

Prepared and executed by F. Elliott Quinn, III of Thomas & Hutton dated August 5, 2016,
revised on February 12, 2017, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

OWNER:

Berkeley County School District

By:

Name: GENE SIDES

Title: BCSD INTERIM DIRECTOR OF FACILITIES

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____

of Berkeley County School District, a political subdivision of the State of South Carolina, on behalf of the Owner on _____, 2016.

Signature: Crystal Queen

Print Name of Notary: Crystal Queen

Notary Public for South Carolina _____

My Commission Expires: May 26, 2020

SEAL OF NOTARY

**STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)**

This Agreement is made and entered into this _____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Cainhoy Land & Timber, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 262-00-00-008 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of a Portion of Cainhoj Plantation to Create River Village Drive & C.P.W. Pump Station Site and the Adjustment of Property Lines Between Cainhoj Plantation and Tract B/C Creating Residuals Tract B, Tract C & Cainhoj Plantation, Cainhoj Plantation, City of Charleston, Berkeley County, South Carolina, owned by & prepared for Cainhoj Land & Timber, LLC and Berkeley County School District"

Prepared and executed by F. Elliott Quinn, III of Thomas & Hutton dated August 5, 2016,
revised on January 12, 2017, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: Cainho Land & Timber, LLC
By: DI Development Company, LLC, its Authorized Agent
By: _____
Name: Matthew R. Sloan, its President

Witness #1

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, President of DI Development Company, Inc. the _____ Authorized Agent of Cainho Land & Timber, LLC, a Delaware limited liability _____, on behalf of the Owner on _____, 2016.

Signature: _____

Print Name of Notary: Maggie R. Dusbiber

Notary Public for South Carolina

My Commission Expires: 10/16/24

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C.
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) Oak Leaf Street

as shown and designated on a plat entitled "A Final Subdivision Plat of Daniel Island Master
 Plan Parcel BB (37.10 Ac.) to Create A New Portion of Oak Leaf Street Right-of-Way (0.44 Ac.)
 and Parcel BB, (Residual) (36.66 Ac.), Daniel Island, City of Charleston, Berkeley County, South
 Carolina, prepared for and owned by Daniel Island Associates, LLC"

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co.
 dated January 5, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
 Daniel Island residential Investments, LLC dated November 9, 1998 and recorded
 November 9, 1998 in Book 1478 at Page 264 in the ROD Office for
 Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

277-00-00-011

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 2nd day of December 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

JOHN ROBERT COLDWELL
Printed Name

[Signature]
Witness Number Two

CAROLE L. RASHLEY
Printed Name

Grantor

Daniel Island Associates L.L.C.

BY: [Signature]
Matthew R. Sloan, its President
Printed Name

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Grantor on the 2nd day of December, 2016.

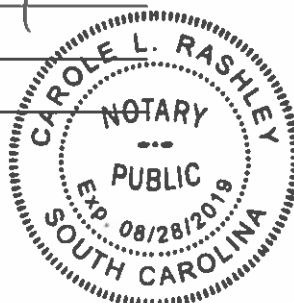
Signature of Notary: [Signature]

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina

My Commission Expires: 8/28/19

SEAL OF NOTARY



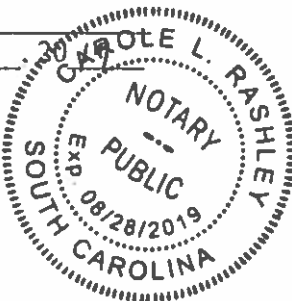
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is exempt.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Daniel Island Associates^{LLC} by Matt Sloan, its President
Responsible Person Connected with the Transaction

Matthew R. Sloan
Print or Type Name Here



Sworn this 2nd day of December 2016
Carole J. Ash
Notary Public for South Carolina
My Commission Expires: 8/28



STATE OF SOUTH CAROLINA)
)
COUNTY OF Berkeley)

MORTGAGE AFFIDAVIT

PERSONALLY APPEARED before me Matthew R. Sloan, President of,
Daniel Island Associates L.L.C.

who, first being duly sworn, deposes and states as follows:

Daniel Island Associates L.L.C. is

- That ~~I/we am/are~~ the owner(s) of certain piece(s) of real property more particularly described as follows (please attach or include below a legal description of the property):

See attached Exhibit A for legal description

- That there is/are no mortgages, liens, judgments, lis pendens, or delinquent tax liens, or delinquent taxes on said real property.

FURTHER AFFIANT(S) SAITH NOT.

[Signature]
Owner's signature

Daniel Island Associates L.L.C.
Name printed

By: [Signature]

Matthew R. Sloan, its President
Name printed

Subscribed to and sworn to before me this
2nd day of December, 2016

[Signature]
Notary Public of South Carolina
My Commission Expires: 8/28/2019

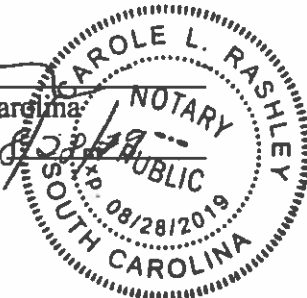
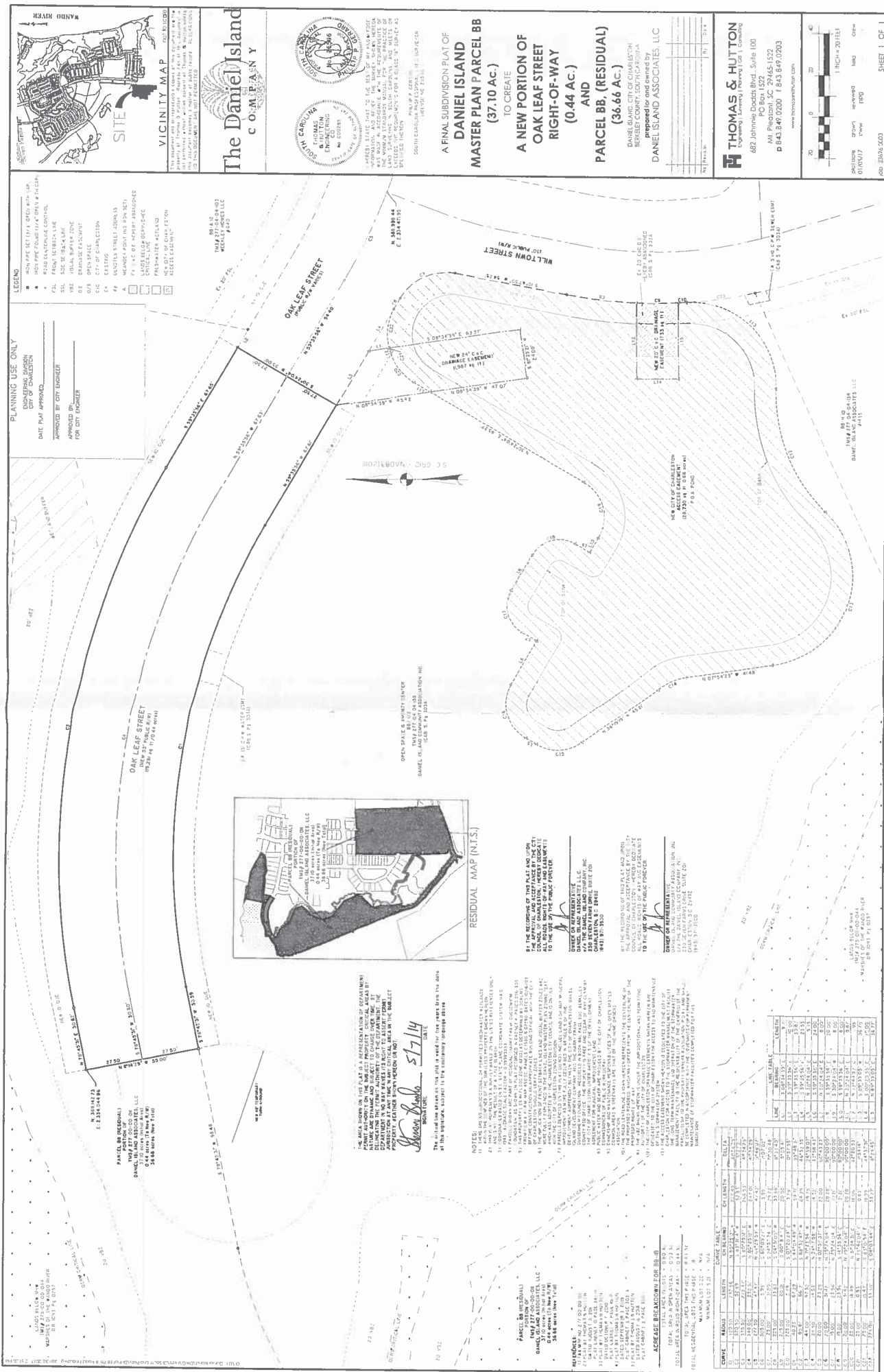


EXHIBIT A
PROPERTY DESCRIPTION

Oak Leaf Street (New 55' Public R/W) as described, situate, lying and being located on Daniel Island, City of Charleston, Berkeley County, South Carolina, and shown and depicted on a plat entitled "A FINAL SUBDIVISION PLAT OF DANIEL ISLAND MASTER PLAN PARCEL BB (37.10 AC.) TO CREATE A NEW PORTION OF OAK LEAF STREET RIGHT-OF-WAY (0.44 AC.) AND PARCEL BB, (RESIDUAL) (36.66 AC.), DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA, PREPARED FOR AND OWNED BY DANIEL ISLAND ASSOCIATES L.L.C.," prepared by Phillip P. Gerard, PLS No. 26596, of Thomas & Hutton Engineering Co., dated January 5, 2017 and recorded on _____, 2017 in Plat Cabinet _____, Page _____ in the Berkeley County Register of Deeds Office.



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BERKELEY) EXCLUSIVE STORM
) WATER DRAINAGE
) EASEMENTS
) CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Community Association, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 277-00-00-011 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"A Final Subdivision Plat of Daniel Island Master Plan Parcel BB (37.10 Ac.) to Create a New Portion of Oak Leaf Street Right-of-Way (0.44 Ac.) and Parcel BB (Residual) (36.66 Ac.), Daniel Island, City of Charleston, Berkeley County, South Carolina. Prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated January 5, 2017, revised on _____, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Berkeley _____, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Daniel Island Associates L.L.C.

By:

Matthew R. Sloan, its President

STATE OF SOUTH CAROLINA)

)

COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President

of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Owner on 12/2, 2016.

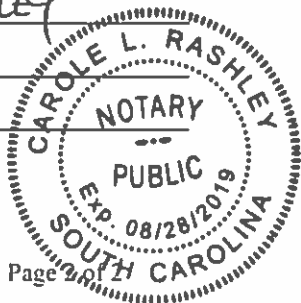
Signature: _____

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina _____

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Daniel Island Associates L.L.C.

("Grantor") in the state aforesaid, for and in consideration of the sum of
ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
acknowledged, has granted, bargained, sold and released, and by these presents does grant,
bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
assigns, forever, the following described property which is granted, bargained, sold and released
for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
State of South Carolina, identified as (list street names) Apprentice Street 50' Public R/W,
Wading Place 50' Public R/W, and Nobel's Point Street 50' Public R/W.

as shown and designated on a plat entitled "Final Subdivision Plat of Daniel Island Master Plan
Parcel F, Now Known As Tract E-7 (14.58 Ac.) To Create Parcel F, Block F, Lots 14 through 32,
and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina,
prepared for and owned by Daniel Island Associates L.L.C."

prepared by Phillip P. Gerard of Thomas & Hutton Engineering Co.
dated October 3, 2016, revised _____, and recorded on _____
in Plat Book _____ at Page _____ in the ROD Office for Berkeley _____ County.
Said property butting and bounding, measuring and containing, and having such courses and
distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
Daniel Island Residential Investments, LLC dated November 8, 1998 and recorded
November 9, 1998 in Book 1478 at Page 286 in the ROD Office for
Berkeley _____ County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

275-00-00-249

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 2nd day of December 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Number One

JOHN ROBERT CALDWELL
Printed Name

Witness Number Two

CAROLE L. RASHLEY
Printed Name

Grantor

Daniel Island Associates L.L.C.

BY: [Signature]
Matthew R. Sloan, its President
Printed Name

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C., a Delaware limited liability co., on behalf of the Grantor on the 2nd day of December, 2016.

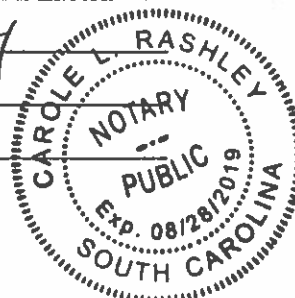
Signature of Notary: [Signature]

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for SOUTH CAROLINA

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:


1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Daniel Island Associates L.L.C.
to City of Charleston on _____
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): conveyance to government entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

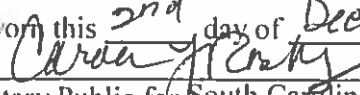
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is None - exempt.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



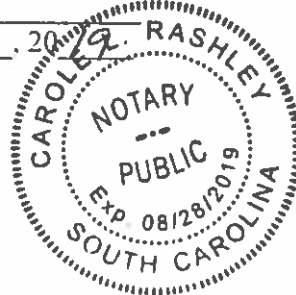
Responsible Person Connected with the Transaction

Matthew R. Sloan

Print or Type Name Here

Sworn this 27th day of December 2016


Notary Public for South Carolina
My Commission Expires: 8/28, 2019



STATE OF SOUTH CAROLINA)
)
)
)
COUNTY OF BERKELEY)
)
)
)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Associates L.L.C. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 275-00-00-249 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of Daniel Island Master Plan Parcel F, Now Known as Tract E-7 (14.58 Ac.) to Create Parcel F, Block F, Lots 14 through 32, and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated October 3, 2016,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley _____, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016..

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Daniel Island Associates L.L.C.

By: _____
Matthew R. Sloan, its President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President of Daniel Island Associates L.L.C, a Delaware LLC, on behalf of the Owner on 12/2, 2016.

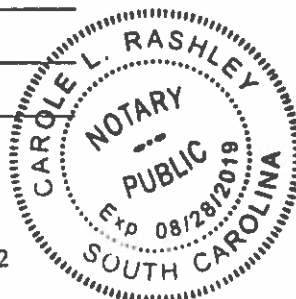
Signature: _____

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina _____

My Commission Expires: 8/28/19

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Daniel Island Golf Club, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 271-00-00-001 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of _____ property and which are more fully shown on that certain plat entitled;

"Final Subdivision Plat of Daniel Island Master Plan Parcel F, Now Known as Tract E-7 (14.58 Ac.) to Create Parcel F, Block F, Lots 14 through 32, and Parcel F, Block H, Lots 3 and 4, City of Charleston, Berkeley County, South Carolina, prepared for and owned by Daniel Island Associates L.L.C."

Prepared and executed by Phillip P. Gerard of Thomas & Hutton Engineering dated October 3, 2016, revised on _____, and recorded on _____ in Plat Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat"). A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____, 2016.

Signature: _____

Print Name of Notary: _____

Notary Public for South Carolina _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER:

Daniel Island Golf Club, LLC

Witness #1

By: _____
Matthew R. Sloan, Its President

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew R. Sloan, the President

of Daniel Island Golf Club, LLC, a SC limited liability company, on behalf of the Owner on 12/2, 2016.

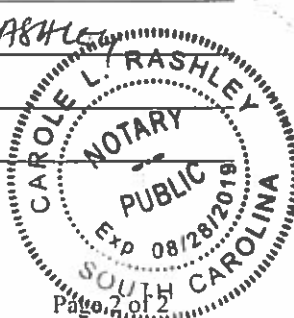
Signature: _____

Print Name of Notary: CAROLE L. RASHLEY

Notary Public for South Carolina

My Commission Expires: 8/28/19

SEAL OF NOTARY



TO AMEND SEC. 14-50(a) OF THE CODE OF THE CITY OF CHARLESTON TO PROVIDE THAT ELECTRONIC WASTE SHALL NO LONGER BE COLLECTED BY THE CITY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Sec. 14-50 of the Code of the City of Charleston is hereby amended by providing that electronic waste will not be collected by the City, said Sec. 14-50 to read as follows (changes in **bold**):

Sec. 14-50. Hazardous **and Electronic** waste.

- (a) No waste identified by the South Carolina Department of Health and Environmental Control as hazardous waste **and no waste defined as electronic waste in Sec. 14-7 (a) of this Code** shall be collected by the City. The identification of hazardous waste may vary or change pursuant to state law and will not require individual identification in the City Code.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the Year of Our Lord, 2017, and in the ____th Year of the Independence of the United States of America

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank
Clerk of Council